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SUPPLEMENTAL APPENDIX

EXCERPTS OF TRANSCRIPT OF PROCEEDINGS

1 UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IDA CHINN, :
Plaintiff, :
v. : Civil Action No. 804-56
JOSEPH S. CHINN, :
Defendant

Washington, D. C.
October 16, 1956

The above-entitled action came on for trial before The Honorable Edward M. Curran, United States District Judge, at 10:45 o'clock a. m.

APPEARANCES:

On behalf of the Plaintiff: BELFORD V. LAWSON

On behalf of the Defendant: JO V. MORGAN, JR.

* * * * *

3 IDA CHINN,

the Plaintiff, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. LAWSON:

* * * * *

5 THE COURT: When was this you agreed to separate?

THE WITNESS: In January, 1951.

BY MR. LAWSON:

Q. Would you tell the Court everything about that conversation, just what happened. A. We decided that we just could not get along and

6 I couldn't live with him, the way he treated me, and he would go his way and I would go my way.

Q. Did you give him any cause for him to agree to that? A. No, I never.

Q. Since that date have you and he spoken to each other? A. No, I do not speak to Mr. Chinn.

Q. Do you cook for him? A. I don't cook for him.

Q. Do you launder for him? A. No.

Q. Do you sleep in the same room with him? A. No. We have separate bedrooms and separate kitchens.

Q. Has he threatened to kill you since then? A. Any number of times.

MR. MORGAN: I object to the leading questions.

THE COURT: Oh, it is all right. Go ahead.

MR. MORGAN: What did she say?

THE COURT: She said he threatened to kill her.

THE WITNESS: I have had him in court here and the Judge told him not to come here any more.

* * * * *

BY MR. LAWSON:

Q. You and your husband own two pieces of property jointly?

A. Yes, the piece at 209 is paid for. The piece on 45th Street is not paid for. He is collecting the rent and taking the rent.

In February after I found out the note was behind on the property two months I was forced to go in and pay it up to keep from losing the property, and after I started then he started giving me the rent money.

THE COURT: 25 45th Street is owned by you jointly?

THE WITNESS: Yes.

THE COURT: As tenants by the entirety?

THE WITNESS: Yes.

THE COURT: And that is paid for?

THE WITNESS: No, that is not paid for. There is a balance of one hundred and some dollars due on that.

THE COURT: A balance of $100?

THE WITNESS: $100 and some odd, I don't know exactly the amount.

THE COURT: And the piece at 209 44th --

THE WITNESS: Is paid for.

THE COURT: And you own that as tenants by the entirety, too?

THE WITNESS: Yes.

* * * * * *

26 BY THE COURT:

Q. Since the date of separation in 1951, on which you say you and your husband have agreed to separate and that you haven't lived with him as man and wife since that time, my question is: Since January 1951, has he suggested that you live together as man and wife? A. No.

* * * * *

OTIS SEXTON

was called as a witness by the plaintiff, and being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. LAWSON:

* * * * *

29 Q. Well, what have you seen with respect to their eating? A. I have seen Mrs. Chinn and Carol, that's my grandchild, I have seen them eating, and I have seen his kitchen down in the basement with his stove and Frigidaire and everything down there.

Q. Have you seen Mr. and Mrs. Chinn eat together? A. No.

Q. Have you ever heard them speak to each other? A. No.

* * * * *

30 THE WITNESS: Well, in other words, he didn't care to live with Mrs. Chinn.

THE COURT: He told you he didn't care to live with her.

THE WITNESS: He didn't care to live with her, and I asked him why they didn't sit down and talk things over and try to reconcile things, but he didn't want to do that.

BY MR. LAWSON:

Q. Do you know whether or not they have separate bedrooms? A. Yes, I know that.

Q. You have seen the two separate bedrooms? A. I have seen the two separate bedrooms.

Q. Have you ever seen Mrs. Chinn doing any laundry work for him? A. No.

* * * * *

38 JOSEPH CHINN,

the defendant, being first duly sworn, was examined and testified as

39 follows:

DIRECT EXAMINATION

BY MR. MORGAN:

* * * * *

40 Q. And who put up the money for the down payment? A. I put up the first of it and not quite enough to make the down payment.

Q. How much was the down payment? A. $500, and I put up I don't know how much now, but Ida Chinn gave me $250. That's what she gave me on the house. * * *

* * * * *

Q. How much did the house cost? A. $8,500.

* * * * *

41 Q. What about the other house? Is that paid for? A. It is not.

* * * * *

THE COURT: How much did that house cost?

THE WITNESS: $6,500.

THE COURT: How much was the down payment?

THE WITNESS: $2,000.

* * * * *

44 BY MR. MORGAN

Q. Have you urged her to resume her marital relations with you since that time? A. No, I have not, but I wish to God with all my heart she would have.

* * * * *

45 Q. During that time would it have been possible for you to have talked to her concerning her coming aback to live with you? A. I wanted to but I couldn't get anywhere. I wanted to.

Q. What was her attitude?

BY THE COURT:

Q. Did you ever suggest it to her? A. I could not. No, I did not. After '52 I thought it was not worth while.

* * * * *

46 Q. And then after that what makes you think you couldn't go back to her? A. Because she didn't show any indication that she wanted me at all. I would come up and sit in the dining room and --

Q. Why were you living in the basement anyway? A. I didn't live down there; I just cooked down there.

Q. Didn't you have your meals with your wife? A. No.

Q. Why? A. I don't know -- she wouldn't cook for me.

Q. When did she stop cooking for you? A. It was somewhere back in about 1952, something like that, because I moved the stove downstairs then.

Q. Why wouldn't she cook for you? A. I couldn't tell you.

Q. Did you ask her? A. I did not.

Q. Why didn't you? A. I should have, I wanted her to, but

47 I didn't, but I'll tell you what I did do, lots of times I would come in the house and I would be hungry and I didn't feel like cooking and I would go up in the ice box and take out what I wanted and eat it.

Q. Why didn't you ask her why she didn't cook for you?

A. Because the wife would cuss me out.

Q. You never did ask her? A. No. * * *

* * * * *

Q. Did you ever mention her living with you? A. No, I never did; I was just praying to God and thinking she would come back some time.

Q. But you never asked her? A. I never asked her, but we were there together and I was thinking she would.

* * * * *

48 Q. When did you move into your separate bedroom? A. Oh, we have been in that for years, even when we had the store, a long time ago; it would have been about 1948 we had separate bedrooms.

* * * * *

49 Q. You don't know why she stopped living with you as man and wife? A. I don't know to save my life.

Q. And you never asked her? A. I have never asked her but I was praying in my heart that she would come back.

* * * * *

52 CROSS EXAMINATION

BY MR. LAWSON:

* * * * *

54 Q. At that time you and Mrs. Chinn had a store? A. Yes.

Q. And she worked there? A. Yes.

Q. And you at that time had no other income except the Government check? A. That's right.

Q. And she worked there four or five years? A. She worked not quite five years. She left June 20th 1949.

55 BY THE COURT:

Q. Did she get paid for it? A. We both divided.

Q. You divided the money up? A. I gave the money to Ida every Sunday night and she checked it and gave me so much to carry back to the store on the following Monday.

BY MR. LAWSON:

Q. That is the money you both took to pay for this house? A. No.

Q. Some of it? A. Yes.

Q. How much of it? A. I can't think -- it was $2,000 and I gave eleven checks.

Q. So she gave $900. A. She did not.

Q. You paid $1,100 and she paid $900 on the down payment; that's correct. A. No, our money was together and not separate. Ida and I both were in the store.

Q. You paid $2,000? A. Yes.

Q. And you had $1,100? A. Yes.

56 Q. Where did the other $900 come from? A. We took it out of the store.

Q. And both of you were making that money? A. Both of us was making that money.

* * * * *

76 JOSEPH A. FRANCELLA

was called as a witness by the defendant and being first duly sworn was examined and testified as follows:

DIRECT EXAMINATION

BY MR. MORGAN:

* * * * *

77 Q. First, with respect to Lot 88, in Square 5138, which is 25 45th Street, Northeast, did you find the settlement sheet in there; the one to the seller which would normally have the names of the seller at the top -- not the seller, I mean the purchaser -- what name does appear at the top? A. Joseph S. Chinn and Ida V. Chinn.

Q. What is the date? A. March 26, 1948.

Q. And what was the purchase price? A. $6,500.

* * * * *

85 JOSEPH S. CHINN,

having been previously sworn, resumed the stand and testified further as follows:

* * * * *

REDIRECT EXAMINATION

BY MR. MORGAN:

* * * * *

93 Q. We want to find out how that was paid and whose money it was and whether you have money receipts or have any check stubs.

A. We paid it out of the grocery store.

Q. And that is money that you earned in the grocery store and you would take it out of the till and pay it on the house? A. Yes.

94 Q. Would it go through a bank account? A. We didn't put it in the bank. We went to the American Building Association and paid the cash.

Q. So that was coming out of the business? A. Out of the grocery store.

Q. And your grocery store business lasted long enough to pay that off? A. It lasted long enough to pay off the note on the house. It enabled me to buy a new car. I bought it in College Park, and it also gave us -- gave me money enough to purchase this other piece of property, other than my check, * * *

* * * * *

95 RECROSS EXAMINATION

BY MR. LAWSON:

* * * * *

Q. Whose name was it [the store] in? A. The license was in Mrs. Chinn's name.

Q. Why? A. Because I came out of the Navy Yard on disability.

96 Q. What does that have to do with it? A. I did not want the license in my name because I wasn't able to go to work.

* * * * *

98 Q. The only reason you had the license put in her name was because you loved her. A. I did.

Q. And that's the only reason. A. I did. I wanted her help; I wanted her cooperation.

Q. Is that the only reason? A. That's the only reason. I wanted her help and cooperation.

* * * * *

99 Q. How were you able to save your pension for a year?

A. Because the store was paying good.

Q. And what happened to the other $20 from the rent? A. Taxes and water rent and upkeep.

Q. How much money did you take out of your income, which income you didn't have, to finish paying these notes when the house was vacant? A. I had an income ever since I come out of the army.

Q. But you were saving it for eleven months. A. We had the store.

Q. During that time when you were saving your $100 a month, the money came from the store and the store was in your wife's name and she worked there all the time that you had the store. A. Not all the time, but very near all the time.

Q. How long did she work? A. She was with me from the time I got the store until June 20, 1949.

Q. You had the store roughly five years? A. Yes.

Q. And she was there roughly four and a half years? A. Yes.

Q. And then she went back to Howard University? A. Yes.

Q. And when she went back to the University the whole place was paid for? A. Yes.

100 Q. Out of the store? A. Yes.

* * * * *

122 OTIS SEXTON

having been previously sworn, was called by the plaintiff as a witness in rebuttal, and testified as follows:

* * * * *

126 CROSS EXAMINATION

BY MR. MORGAN:

Q. Mr. Sexton, when you went out to see if you could settle things between Mrs. Chinn and Mr. Chinn -- A. I didn't go out to see if I could settle things. He was talking to me about them, about him and Mrs. Chinn, so I tried to say why don't you get together. It wasn't a case of me going out to try to settle.

Q. Did he appear to want to get together? A. No.

Q. Did you know whether she wanted to get together with him? A. She had talked about it, tried to straighten it out, but he didn't want no parts of it.

Q. You are sure you didn't go out there at her suggestion? A. No, no. That was his trouble, he always was afraid -- any time anyone said anything or tried to help Mrs. Chinn or do anything they became his enemy, and being the grandfather of the child naturally I took an interest in it, and of course it got to the point where the grandchild wouldn't speak to me as long as she was with him because he told her he didn't want her speaking to me; and Mrs. Chinn had to threaten to whip her in order to make her speak to me as a grandfather.

Q. You did testify before that Carol and the father seemed to
127 get along very well.

Q. Did Carol Chinn and her mother get along very well? A. Always did, because she was the sole support of the child.

Q. You are certain he told you, when you went out there, that he hadn't had any intercourse with his wife in a year? A. I am positive of that.

Q. Do you normally discuss such things with him? A. Well, this particular time he did. We used to talk as friends up until the time I spoke in favor of Mrs. Chinn, and then I was his enemy.

* * * * *

CHARLES ROBINSON

was called by the plaintiff, as a witness in rebuttal, and having been previously sworn testified as follows:

DIRECT EXAMINATION

BY MR. LAWSON:

Q. Mr. Robinson, did you testify this morning that you had a conversation with Mr. Chinn about his marital difficulties? Is that correct? A. Yes, I did.

Q. How many times have you discussed their difficulties with
128 him? A. I will say twice.

Q. And when were these times? A. That was the first time when he came to my house and asked me to come and talk to him.

Q. When was the second time? A. I think in 1951, around in there.

Q. When was the last time? A. The last time I discussed it with him it was, oh, I think it must have been in 1955.

Q. Tell the Court about those two conversation. A. Well, the conversation was that I was trying to get him to settle the differences in a peaceable way so that nobody would be involved in serious trouble. That was the time I told you that while I was talking to him and he was telling me he was through, and the thing was over, that was the time when I told you I saw this gun and I got out as quick as I could.

* * * * * * *

BY THE COURT:

129 Q. What do you mean he said he was through? A. Well, I don't know what he meant, but that's what he said.

Q. He was through? A. He was through, and I talked with him to try to get him and show him there was a reasonable way to get satisfaction without going to violence or anything of that sort.

BY MR. LAWSON:

Q. Did he say anything to you about whether or not they had reached any sort of settlement or understanding? A. No, As far as that is concerned he said he was through.

Q. When you talked with him the second time what did he say? A. The second time I talked with him it was practically on the same line that there wasn't no settlement at all between them, they just couldn't make it.

Q. Did he say whether or not they had agreed to disagree, or

130 words to that effect? A. I wouldn't put it that mild, but it was a matter that he was through, whether it was an agreement or not on that he was through.

* * * * *

131 THE COURT: I will see counsel in chambers.

Thereupon, at 3:30 o'clock p. m. the trial was recessed until October 17, 1956, at 10 o'clock a. m.

* * * * *

146 THE COURT: I find for the plaintiff. The big house goes to the wife and the other house to the husband, and she will have custody
147 of the child with right of visitation by the father; and $15 maintenance per month.

MR. MORGAN: You didn't mention the fact that the big house is going jointly to the child and mother.

THE COURT: Yes.

MR. LAWSON: I may say to Your Honor she was very glad to take Your Honor's suggestion, which shows the type person the plaintiff is.

MR. MORGAN: Could I make one suggestion in that regard?

My client is somewhat short of funds at the moment, and also he has got the mortgage of about $200 to pay off on the small house. It isn't clear; that has to come out of what he gets. Could the $15 payments start January 1, 1957?

MR. LAWSON: In the first place he gets $162 and in the second place it is such a small amount I should think he would be willing to do that for his daughter.

THE COURT: I think January first is reasonable in view of the fact there is about a $200 mortgage.

MR. MORGAN: If Your Honor please, I think the order should provide, because the child is not strictly a party to the proceeding, that Mr. and Mrs. Chinn will deed to a straw party the big house and back to the daughter.

THE COURT: I am not going into details.

148 MR. MORGAN: We will work that out because otherwise you can't create a joint tenancy.

THE COURT: All right.

(Thereupon the trial was concluded.)

* * * * *